

marcap

MarCap Corporation

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EQUIPMENT LEASE SCHEDULE NO. 01

This Equipment Lease Schedule is hereby made a part of Master Equipment Lease No. 05110103 dated as of November 28, 2005, ("Lease") between MarCap Corporation ("Lessor") and Mobile PET/CT Associates, LLC ("Lessee"). All capitalized terms herein shall have the same meaning as such terms are defined in the Lease. To the extent the terms of this Equipment Lease Schedule may be inconsistent with the Lease, the terms of this Schedule shall control.

Equipment

- (1) New Philips Gemini GXL 16 Slice Pet/CT
- (1) New Semi-Trailer
- (6) New MMvista - Workstations
- (1) New Hot Lab

Vendor

Philips Medical Systems
Medical Coaches

All of the foregoing equipment, together with all parts and accessories therefore, all attachments, accessories and additions incorporated therein, attached thereto or used in connection therewith, all replacements and substitutions therefore and all income, proceeds and products thereof being collectively referred to as the "Equipment".

Equipment Location: 43 Leopard Road, Suite 200, Paoli, Pennsylvania 19301

Initial Term of Lease: Sixty (60) Months

Number of and Amount of Rental Payments: Months 1-18 @ \$65,000.00, plus any applicable taxes
Months 19-30 @ \$50,000.00, plus any applicable taxes
Months 31-60 @ \$28,850.00, plus any applicable taxes

Estimated Total Cost of Equipment: \$2,200,213.00, plus any applicable taxes

Additional Provisions

Purchase Option: Provided that no Event of Default or other event which, with notice or lapse of time or both, would become an Event of Default has occurred and is continuing under the Lease or any Schedule thereof; and provided that Lessee has otherwise fully performed all of its obligations under the Lease and this Schedule, Lessee shall have the option to purchase all, but not less than all, of the Equipment identified on this Schedule at the end of the Initial Term hereof on an "AS IS, WHERE IS, WITH ALL FAULTS" basis for a cash price equal to one dollar (\$1.00). Such purchase by Lessee shall be without recourse to Lessor and without any warranty by Lessor, other than a warranty that the Equipment is free and clear of liens and encumbrances resulting by or through acts of Lessor.

Rental Adjustment: All rentals provided for above are based upon the five (5) year Treasury Note yield as published on October 28, 2005 by the U.S. Department of the Treasury website at www.ustreas.gov. Any increase in the Treasury Note yield prior to commencement of the lease will increase the monthly payments correspondingly. At Lease commencement, the payments will be fixed for the term of the lease.

Holdback. Lessee agrees that Lessor will holdback of 20% of Total Cost of Equipment for a period of 24 months after commencement of this Lease Schedule. Payment to Lessee is subject to Lessee making all payments within 10 days of the respective due date.

SIGNATURE PAGE - EQUIPMENT LEASE SCHEDULE NO. 01

Dated as of the day and year first above written.

Lessee: Mobile PET/CT Associates, LLC
(please print full legal name)

By: [Signature]
(signature of duly authorized representative)

Print Name: Ronald Lissak

FEIN: 59-3811249

Title: Member

Address: 43 Leopard Road, Suite 200
Laoli, PA 19301

Telephone: 610-993-1640 x204

Witness:

Signature: Mary Sigovich

Print Name: Mary Sigovich

Accepted by Lessor at Chicago, Illinois

MarCap Corporation

By: [Signature]
Peter Myhre, President



via email: rlissak@integralpet.com

May 24, 2006

Mr. Ron Lissak
Mobile PET/CT Associates, LLC
43 Leopard Road, Suite 200
Paoli, PA 193017215

RE: Schedule No. 01 to Equipment Lease No. 05110103 dated as of November 28, 2005 (the "Agreement")

Dear Mr. Lissak:

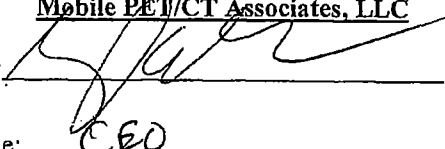
This letter will amend the above referenced Agreement as follows:

1. Due to changes in the total cost of equipment and the addition of progress interest accrued up to February 28, 2006, the Equipment Cost has been amended from \$2,200,213.00 to \$2,231,950.59.
2. Due to the above change in the Equipment Cost, the Rental amount has been amended to months 1-18 @ \$65,000.00, 19-30 @ \$50,000.00, 31-60 @ \$30,739.44 per month, plus applicable tax, commencing on February 28, 2006.

All other terms and conditions of the Agreement will remain in full force. As your acknowledgement of the above amendment, please sign in the space provided and return as soon as possible.

Sincerely,

Anne Davenport
Anne Davenport
Contract Administrator

Mobile PET/CT Associates, LLC
By: 
Title: CEO

MARCAP CORPORATION
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A member of The Marmon Group of companies